



CORPORATION SERVICE COMPANY®

## Notice of Service of Process

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Transmittal Number: 15714654  
Date Processed: 10/06/2016

**Primary Contact:** Marti Cornwell  
UNUM Group  
1 Fountain Square  
Chattanooga, TN 37402

**Electronic copy provided to:** Janna Mullin-Erickson  
Jen Majic  
Judy Drake

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<b>Entity:</b>	UNUM Life Insurance Company Of America Entity ID Number 2979591
<b>Entity Served:</b>	Unum Life Insurance Company of America
<b>Title of Action:</b>	Angela Alexander vs. Unum Life Insurance Company of America
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Greenville County Court of Common Pleas, South Carolina
<b>Case/Reference No:</b>	2016-CP-23-05571
<b>Jurisdiction Served:</b>	South Carolina
<b>Date Served on CSC:</b>	10/05/2016
<b>Answer or Appearance Due:</b>	30 Days
<b>Originally Served On:</b>	SC Department of Insurance on 10/03/2016
<b>How Served:</b>	Certified Mail
<b>Sender Information:</b>	John R. Peace 864-298-0500

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)



# South Carolina Department of Insurance

Capitol Center  
1201 Main Street, Suite 1000  
Columbia, South Carolina 29201

NIKKI R. HALEY  
Governor

RAYMOND G. FARMER  
Director

Mailing Address:  
P.O. Box 100105, Columbia, S.C. 29202-3105  
Telephone: (803) 737-6160

October 4, 2016

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
UNUM LIFE INSURANCE COMPANY OF AMERICA  
c/o Corporation Service Company  
1703 Laurel Street  
Columbia, SC 29201-0000

Dear Sir:

On October 3, 2016, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

**You must promptly acknowledge in writing your receipt of this accepted process to [sdubois@doi.sc.gov](mailto:sdubois@doi.sc.gov).** When replying, please refer to File Number 163716, Angela Alexander v. UNUM LIFE INSURANCE COMPANY OF AMERICA, et al., 2016-CP-23-05571.

By:

Sincerely Yours,

A handwritten signature in black ink, appearing to read "David E. Belton".

David E. Belton  
Senior Associate General Counsel  
(803)737-6132

Raymond G. Farmer  
Director  
State of South Carolina  
Department of Insurance

Attachment

CC: John R. Peace  
Post Office Box 8087  
Greenville, SC 29604-8087

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	C.A. NO. 2016-CP-23-_____
	)	
Angela Alexander,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>SUMMONS</b>
	)	
UNUM Life Insurance Company of	)	
America, and Greenville Health System	)	
	)	
Defendants.	)	
_____	)	

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber at **1225 South Church Street, Greenville, South Carolina 29605**, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer, appear or defend, the Plaintiffs will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

Respectfully Submitted,

s/John R. Peace  
 John Robert Peace, Esq.  
 PO Box 8087  
 Greenville, SC 29604-8087  
 Ph: (864) 298-0500

September 28, 2016

**Attorney for Plaintiffs Angela Alexander**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	C.A. NO. 2016-CP-23-_____
Angela Alexander,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	
UNUM Life Insurance Company of	)	
America, and Greenville Health System,	)	
	)	
Defendants.	)	
	)	

Plaintiff Angela Alexander, by and through her undersigned counsel, complaining of the above-named Defendants would respectfully show unto this Honorable Court the following:

**JURISDICTION AND VENUE**

1. Prior to her disability, Plaintiff was an employee of Defendant Greenville Health System, (hereinafter GHS).
2. Upon information and belief, Defendant GHS is a governmental entity established by state law.
3. At all times material to the allegations contained here, Plaintiff Angela Alexander was a participant in the GHS Long Term Disability Plan (hereinafter "the Plan").
4. Defendant GHS created employee welfare benefits plans for the purpose of providing long term disability (LTD) benefits to its employees.
5. Plaintiff is informed and believes that the name of the employee benefit plan in question is GHS, Inc. LTD Plan (hereinafter "the LTD Plan").
6. Defendant GHS established and/or maintained a policy of group insurance with

Defendant UNUM Life Insurance Company of America (hereinafter "UNUM") in order to provide LTD benefits to its employees who chose to participate in the Plan.

7. Defendant UNUM is the insurer and claims administrator of the LTD Plan.
8. In addition to other bases of jurisdiction, Defendant UNUM is subject to the jurisdiction of this Court by virtue of the South Carolina Long Arm Statute, S.C. Code § 36-2-803(A)(1), (6), and (7).

### **FACTUAL ALLEGATIONS**

9. Prior to her disability, Angela Alexander enrolled in the LTD Plan.
10. Angela Alexander subsequently became disabled from her own occupation as well as any other occupation for which she is reasonably qualified due to various medical issues.
11. Plaintiff subsequently applied for LTD benefits.
12. UNUM denied Plaintiff's claim for LTD benefits.
13. Plaintiff timely appealed UNUM's LTD denial decision.
14. On March 25, 2016, Defendant UNUM denied Plaintiff's LTD appeal.
15. Plaintiff has exhausted all administrative remedies under the Plan.
16. Despite Plaintiff's continuous total disability, Defendants have wrongfully failed to pay LTD benefits to Plaintiff as required by the Plan.

### **FOR A FIRST CAUSE OF ACTION**

#### **Declaratory Judgment**

17. All other allegations, to the extent that they are not inconsistent herewith, are hereby incorporated by reference.
18. Pursuant to the S.C. Uniform Declaratory Judgments Act, S.C. Code §15-53-10 *et seq.*,

Plaintiff seeks a declaration of the rights, status and other legal relations of the parties under the LTD insurance policy.

19. WHEREFORE, Plaintiff seeks declaratory judgment from this Court regarding the rights and responsibilities of the parties under the GHS-UNUM LTD insurance policy:
- a. Declaring that Plaintiff is entitled to LTD benefits under the terms of the UNUM LTD policy;
  - b. Declaring that Plaintiff is entitled the legal rate of interest on the LTD benefits due Plaintiff from the date of Plaintiff's disability to the date of judgment
  - c. Declaring that Plaintiff is due additional LTD benefits into the future;
  - d. For other such relief as this Court may deem just and equitable.

**FOR A SECOND CAUSE OF ACTION**

**Breach of Contract**

20. All other allegations, to the extent that they are not inconsistent herewith, are hereby incorporated by reference.
21. Plaintiff formed a contract with Defendant UNUM for the purpose of obtaining Long Term Disability (LTD) insurance coverage.
22. Defendant UNUM breached its insurance contract when it wrongfully refused to pay benefits due Plaintiff under the terms of the UNUM LTD policy.
23. As a direct and proximate result of Defendant UNUM's breach of contract, Plaintiff has suffered direct and consequential damages as alleged herein.

**FOR A THIRD CAUSE OF ACTION****Bad Faith Refusal to Pay First Party Insurance Benefits**

24. Plaintiff hereby re-asserts all other allegations contained herein as if fully re-stated below.
25. The LTD policy issued by Defendant UNUM is a mutually binding contract of insurance between Defendant UNUM and Plaintiff.
26. Defendant UNUM unreasonably refused to pay benefits due Plaintiff under the LTD policy.
27. Defendant UNUM has acted unreasonably and in bad faith in breach of the implied covenant of good faith and fair dealing arising from the LTD policy.
28. As a direct and proximate result of Defendant UNUM's wrongful conduct, Plaintiff has suffered damages, including but not limited to the LTD benefits due Plaintiff, consequential damages, and severe financial and emotional distress.

WHEREFORE, Plaintiff Angela Alexander demands trial by the Court for actual and punitive damages against Defendant UNUM, to be determined by the Court as will fully compensate Plaintiff for her LTD insurance claims, consequential and incidental damages, for the costs of this action, and for such other relief as this Court deems just and equitable.

Respectfully Submitted,

s/John R. Peace

John R. Peace, Esq.

PO Box 8087

1225 S. Church Street

Greenville, SC 29604-8087

Ph- (864) 298-0500

Fax- (864) 271-3130

**Attorney for Plaintiff Angela Alexander**

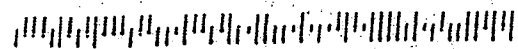
September 28, 2016

Summons and complaint of  
within entitled cause received at  
this office and service accepted  
in accordance with law  
this 3 day of October

*Raymond A. Finner*

Director of Insurance  
and Attorney to Accept Service  
Columbia, SC

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DEPAR



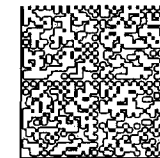
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**CERTIFIED MAIL**  
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**SERVICE OF PROCESS**



UNUM LIFE INSURANCE COMPANY OF AMERICA  
c/o Corporation Service Company  
1703 Laurel Street  
Columbia, SC 29201-0000